

1 IRELL & MANELLA LLP  
2 Andra Barmash Greene (123931)  
3 agreene@irell.com  
4 A. Matthew Ashley (198235)  
5 mashley@irell.com  
6 840 Newport Center Drive, Suite 400  
7 Newport Beach, California 92660-6324  
8 Telephone: (949) 760-0991  
9 Facsimile: (949) 760-5200

6 Attorneys for Defendants  
Uber Technologies, Inc.; Rasier, LLC;  
7 Rasier-CA, LLC; RASIER-DC, LLC  
and RASIER-PA, LLC

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

## **SAN FRANCISCO DIVISION**

JACOB SABATINO, individually, and on behalf of all others similarly situated, ) Case No. 3:15-cv-00363-JST  
Plaintiffs, ) **STIPULATION AND PROTECTIVE ORDER**  
vs. ) Judge: Hon. Jon S. Tigar  
UBER TECHNOLOGIES, INC., a Delaware Corporation; RASIER, LLC, a Delaware Limited Liability Company; RASIER-CA, LLC, a Delaware limited liability company; RASIER-DC, LLC, a Delaware limited liability company; RASIER-PA, LLC, a Delaware limited liability company; and DOES 1 to 25, inclusive, )  
Defendants. )

1           WHEREAS, on May 29, 2015, the Court approved the Parties' stipulation granting  
 2 Defendants' motion to stay proceedings pending arbitration (Dkt No. 37);

3           WHEREAS, no arbitration proceedings have been initiated by Plaintiff;

4           WHEREAS, the Parties are attempting to resolve Plaintiff's claims informally and  
 5 hopefully avoid the need for an arbitration;

6           THEREFORE, the Parties ask that this Court enter this Stipulation and Protective Order to  
 7 facilitate the exchange of material relevant to a potential settlement.

8           Disclosure and discovery activity in this action are likely to involve production of  
 9 confidential, proprietary, or private information for which special protection from public  
 10 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
 11 Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated  
 12 Protective Order. The parties acknowledge that this Order does not confer blanket protections on  
 13 all disclosures or responses to discovery and that the protection it affords from public disclosure  
 14 and use extends only to the limited information or items that are entitled to confidential treatment  
 15 under the applicable legal principles. The parties further acknowledge that this Stipulated  
 16 Protective Order does not entitle them to file confidential information under seal; Civil Local Rule  
 17 79-5 sets forth the procedures that must be followed and the standards that will be applied when a  
 18 party seeks permission from the Court to file material under seal.

19           1. In this Stipulation and Protective Order, the words set forth below shall have the  
 20 following meanings:

- 21           a. "Proceeding" means the above-entitled action.
- 22           b. "Confidential Materials" means any Documents, Testimony or Information  
              as defined below designated as "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS'  
              EYES ONLY" pursuant to the provisions of this Stipulation and Protective Order.
- 23           c. "CONFIDENTIAL" means any Documents, Testimony, or Information that  
              the Designating Party believes in good faith qualifies for protection under Federal Rule of Civil  
              Procedure 26(c), and may include confidential technical, sales, marketing, personal, financial, or

1 other commercially sensitive information, whether embodied in physical objects, documents, or  
 2 the factual knowledge of persons.

3                   d.                 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

4 Information or Items means extremely sensitive “Confidential Information or Items,” disclosure of  
 5 which to another Party or Non-Party would create a substantial risk of serious harm that could not  
 6 be avoided by less restrictive means.

7                   e.                 “Challenging Party” means any party to this Proceeding or non-party that  
 8 challenges the designation of Confidential Materials as “CONFIDENTIAL” or “CONFIDENTIAL  
 9 – ATTORNEYS’ EYES ONLY.”

10                  f.                 “Designating Party” means any party to this Proceeding and any non-party  
 11 producing information or material voluntarily or pursuant to a subpoena or a court order that  
 12 designates materials as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
 13 ONLY.”

14                  g.                 “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give, or  
 15 make available materials, or any part thereof, or any information contained therein.

16                  h.                 “Documents” is defined to be synonymous in meaning and equal in scope to  
 17 the usage of this term in Fed. R. Civ. P. 34(a) and includes (i) any writing, original, and duplicate,  
 18 which have been produced in this Proceeding by any person, and (ii) any copies, reproductions, or  
 19 summaries of all or any part of the foregoing.

20                  i.                 “Information” means the content of Documents or Testimony, including  
 21 any information copied or extracted therefrom or otherwise reflecting the content of Documents or  
 22 Testimony, in any form.

23                  j.                 “Testimony” means all depositions, declarations or other testimony taken or  
 24 used in this Proceeding.

25                  2.                 NO WAIVER. The entry of this Stipulation and Protective Order does not alter,  
 26 waive, modify, or abridge any right, privilege or protection otherwise available to any Party with  
 27 respect to the discovery of matters, including but not limited to any Party’s right to assert the  
 28 attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or

1 privacy right afforded by federal, state, or local law or regulation, or any Party's right to contest  
 2 any such assertion.

3       3.     SCOPE. The protections conferred by this Stipulation and Order cover not only  
 4 Confidential Materials (as defined above), but also (1) any information copied or extracted from  
 5 Confidential Materials; (2) all copies, excerpts, summaries, or compilations of Confidential  
 6 Materials; and (3) any testimony, conversations, or presentations by Parties or their Counsel that  
 7 might reveal Confidential Materials. However, the protections conferred by this Stipulation and  
 8 Order do not cover the following information: (a) any information that is in the public domain at  
 9 the time of disclosure to a Receiving Party or becomes part of the public domain after its  
 10 disclosure to a Receiving Party as a result of publication not involving a violation of this Order,  
 11 including becoming part of the public record through trial or otherwise; and (b) any information  
 12 known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
 13 disclosure from a source who obtained the information lawfully and under no obligation of  
 14 confidentiality to the Designating Party. Any use of Confidential Material at trial shall be  
 15 governed by a separate agreement or order.

16       4.     DURATION. Even after final disposition of this litigation, the confidentiality  
 17 obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
 18 in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of  
 19 (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final  
 20 judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
 21 reviews of this action, including the time limits for filing any motions or applications for extension  
 22 of time pursuant to applicable law.

23       5.     DESIGNATING CONFIDENTIAL MATERIAL. Any Documents, Testimony or  
 24 Information to be designated as "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS'  
 25 EYES ONLY" must be clearly so designated before the Document, Testimony or Information is  
 26 Disclosed or produced. The "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES  
 27 ONLY" designation should not obscure or interfere with the legibility of the designated  
 28 Information.

1                   a.         For Documents (apart from transcripts of depositions or other pretrial or  
 2 trial proceedings), the Designating Party must affix the legend “CONFIDENTIAL” or  
 3 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on each page of any Document containing  
 4 such designated Confidential Material.

5                   b.         For Testimony given in depositions, the Designating Party may either:  
 6                      i.         identify on the record, before the close of the deposition, all  
 7                         “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
 8                         Testimony, by specifying all portions of the Testimony that qualify as  
 9                         “CONFIDENTIAL;” or  
 10                      ii.         designate the entirety of the Testimony at the deposition, or within  
 11                         21 days from receipt of the final transcript, as “CONFIDENTIAL” or  
 12                         “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” with the right to identify  
 13                         more specific portions of the Testimony as to which protection is sought within 45  
 14                         days following receipt of the deposition transcript. In circumstances where  
 15                         portions of the deposition Testimony are designated for protection, the transcript  
 16                         pages containing “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’  
 17                         EYES ONLY” Information may be separately bound by the court reporter, who  
 18                         must affix to the top of each page the legend “CONFIDENTIAL” or  
 19                         “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the  
 20                         Designating Party.

21                   c.         For Information produced in some form other than Documents, and for any  
 22 other tangible items, including, without limitation, compact discs or DVDs, the Designating Party  
 23 must affix in a prominent place on the exterior of the container or containers in which the  
 24 Information or item is stored the legend “CONFIDENTIAL” or “CONFIDENTIAL –  
 25 ATTORNEYS’ EYES ONLY.” If only portions of the Information or item warrant protection, the  
 26 Designating Party, to the extent practicable, shall identify the “CONFIDENTIAL” or  
 27 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” portions.

28

1           6.       INADVERTENT FAILURE TO DESIGNATE CONFIDENTIAL AND  
 2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY MATERIALS. The inadvertent production or  
 3 disclosure by any Party or non-Parties to the Proceedings of any Document, Testimony or  
 4 Information in this Proceeding without a “CONFIDENTIAL” or “CONFIDENTIAL –  
 5 ATTORNEYS’ EYES ONLY” designation, shall be without prejudice to a claim that such item is  
 6 “CONFIDENTIAL” or “CONFIDENTIAL –ATTORNEYS’ EYES ONLY” and such Party shall  
 7 not be held to have waived any rights by the inadvertent production. If any Document, Testimony  
 8 or Information that is subject to a “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’  
 9 EYES ONLY” designation is inadvertently produced without a designation, the Party that  
 10 inadvertently produced the document shall give written notice of the inadvertent production within  
 11 21 days of actual discovery of the inadvertent production, together with a further copy of the  
 12 subject Document, Testimony or Information designated as “CONFIDENTIAL” or  
 13 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Failure to provide the notice within 21 days  
 14 shall not, standing alone, operate as a waiver of an applicable privilege. Upon receipt of the  
 15 notice, Receiving Party must make reasonable efforts to assure that the material is treated in  
 16 accordance with the provisions of the Protective Order. To the extent possible, the Party that  
 17 received the inadvertently produced Document, Testimony or Information shall promptly destroy  
 18 the inadvertently produced Document, Testimony or Information and all copies thereof, or, at the  
 19 expense of the producing Party, return such together with all copies of such Document, Testimony  
 20 or Information to counsel for the producing Party and shall retain only the “CONFIDENTIAL” or  
 21 “CONFIDENTIAL –ATTORNEYS’ EYES ONLY” designated materials. Should the receiving  
 22 Party choose to destroy such inadvertently produced Document, Testimony or Information, the  
 23 receiving Party shall notify the producing Party in writing of such destruction within 10 days of  
 24 receipt of written notice of the inadvertent production. This provision is not intended to apply to  
 25 any inadvertent production of any Information protected by attorney-client or work product  
 26 privileges. If the Party that received the inadvertently produced Document, Testimony, or  
 27 Information wishes to challenge the Claim of Privilege (defined below), the Party shall follow the  
 28 procedure set forth in paragraph 7.

1           7.     INADVERTENT PRODUCTION OF PRIVILEGED MATERIAL. The  
 2 inadvertent production or disclosure by any Party or non-Parties to the Proceedings of any  
 3 Document, Testimony or Information in this Proceeding that is, in whole or in part, protected by  
 4 the attorney-client privilege or the attorney work product doctrine, or any other applicable legal  
 5 privilege (“Claim of Privilege”), shall be without prejudice to a claim that such item is protected  
 6 by such a privilege and such Party shall not be held to have waived any rights by the inadvertent  
 7 production or disclosure. If any Document, Testimony or Information that is subject to a Claim of  
 8 Privilege is inadvertently produced or disclosed, the Party that inadvertently produced the  
 9 document or information shall give written notice of the inadvertent production or disclosure  
 10 within 60 days of actual discovery of the inadvertent production or disclosure. Failure to provide  
 11 the notice within 60 days shall not operate as a waiver of an applicable privilege. When a  
 12 Producing Party gives notice that certain inadvertently produced material is subject to a claim of  
 13 privilege or other protection, the obligations of the receiving parties are those set forth in Federal  
 14 Rule of Civil Procedure 26(b)(5)(B). Should the receiving Party choose to destroy the  
 15 inadvertently produced Document, Testimony or Information, the receiving Party shall notify the  
 16 producing Party in writing of such destruction within 10 days of receipt of written notice of the  
 17 inadvertent production.

18           8.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

19           a.     Timing of Challenges. Any Party or Non-Party may challenge a  
 20 designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s  
 21 confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary  
 22 economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its  
 23 right to challenge a confidentiality designation by electing not to mount a challenge promptly after  
 24 the original designation is disclosed.

25           b.     Meet and Confer. The Challenging Party shall initiate the dispute  
 26 resolution process by providing written notice of each designation it is challenging and describing  
 27 the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the  
 28 written notice must recite that the challenge to confidentiality is being made in accordance with

1 this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge  
 2 in good faith and must begin the process by conferring directly (in voice to voice dialogue; other  
 3 forms of communication are not sufficient) within 21 days of the date of service of notice. In  
 4 conferring, the Challenging Party must explain the basis for its belief that the confidentiality  
 5 designation was not proper and must give the Designating Party an opportunity to review the  
 6 designated material, to reconsider the circumstances, and, if no change in designation is offered, to  
 7 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage  
 8 of the challenge process only if it has engaged in this meet and confer process first or establishes  
 9 that the Designating Party is unwilling to participate in the meet and confer process in a timely  
 10 manner.

11                   c.     Judicial Intervention. If the Parties cannot resolve a challenge without  
 12 Court intervention, the Designating Party shall file and serve a motion to retain confidentiality  
 13 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 35  
 14 days of the initial notice of challenge or within 28 days of the parties agreeing that the meet and  
 15 confer process will not resolve their dispute, whichever is earlier. Each such motion must be  
 16 accompanied by a competent declaration affirming that the movant has complied with the meet  
 17 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to  
 18 make such a motion including the required declaration within 35 days (or 28 days, if applicable)  
 19 shall automatically waive the confidentiality designation for each challenged designation. In  
 20 addition, the Challenging Party may file a motion challenging a confidentiality designation at any  
 21 time if there is good cause for doing so, including a challenge to the designation of a deposition  
 22 transcript or any portions thereof. Any motion brought pursuant to this provision must be  
 23 accompanied by a competent declaration affirming that the movant has complied with the meet  
 24 and confer requirements imposed by the preceding paragraph. The burden of persuasion in any  
 25 such challenge proceeding shall be on the Designating Party. Frivolous challenges and those  
 26 made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
 27 other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has  
 28 waived the confidentiality designation by failing to file a motion to retain confidentiality as

1 described above, all parties shall continue to afford the material in question the level of protection  
 2 to which it is entitled under the Producing Party's designation until the Court rules on the  
 3 challenge.

4       9.      The following information is not Confidential Material:

5           a.     Published advertising materials;  
 6           b.     Any information that is part of the public domain as a result of publication  
 7 not involving a violation of this Protective Order; and

8           c.     Any information that the receiving Party can show was already publicly  
 9 known prior to the disclosure;

10          d.     Any documents offered into evidence in any other court or judicial  
 11 proceeding, unless the documents have been designated confidential under an applicable  
 12 protective order or filed under seal.

13       10.     ACCESS TO AND USE OF PROTECTED MATERIAL. Unless otherwise  
 14 ordered by the court or permitted in writing by the Designating Party, access to and/or Disclosure  
 15 of Confidential Materials designated as "CONFIDENTIAL" shall be permitted only to the  
 16 following persons:

17           a.     Trial Counsel for the Parties, their partners and associates, and staff and  
 18 supporting personnel of such attorneys, such as paralegal assistants, secretarial, stenographic and  
 19 clerical employees and contractors, and outside copying services, who are working on this  
 20 Proceeding (or any further proceedings herein) under the direction of such attorneys. Such  
 21 employees, assistants, contractors and agents to whom such access is permitted and/or Disclosure  
 22 is made shall, prior to such access or Disclosure, be advised of, and become subject to, the  
 23 provisions of this Protective Order. "Trial Counsel," for purposes of this subparagraph, shall  
 24 mean outside retained counsel and shall not include in-house counsel to the undersigned Parties  
 25 and the paralegal, clerical and secretarial staff employed by such in-house counsel;

26           b.     In-house counsel of any party and supporting personnel employed in the  
 27 legal department of any party to this Proceeding;

28           c.     Plaintiffs' class representatives;

1                   d.         Outside experts or expert consultants (whether or not retained to testify);  
 2 jury and trial consulting service providers; graphics, translation, or design services retained by  
 3 counsel for purposes of preparing demonstrative or other exhibits for deposition, trial, or other  
 4 aspects of the Proceedings; and mock jurors consulted by the undersigned Parties or their counsel  
 5 in connection with the Proceeding; provided, however, that prior to the Disclosure of Confidential  
 6 Materials to any of the aforementioned persons, counsel for the Party making the Disclosure shall  
 7 deliver a copy of this Stipulation and Protective Order to such person, shall explain its terms to  
 8 such person, and shall secure and maintain the signature of such person on a statement in the form  
 9 attached hereto as Exhibit A prior to the Disclosure of Confidential Materials. It shall be the  
 10 obligation of counsel, upon learning of any breach or threatened breach of this Stipulation and  
 11 Protective Order by any such person, to promptly notify counsel for the Designating Party of such  
 12 breach or threatened breach;

13                   e.         The Court, its personnel and stenographic reporters (under seal or with  
 14 other suitable precautions determined by the Court);

15                   f.         Independent stenographic reporters and videographers retained to record  
 16 and transcribe testimony in connection with this Proceeding;

17                   g.         Any person who authored, received, saw or was otherwise familiar with a  
 18 document or thing marked “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
 19 ONLY,” including any person otherwise familiar with the Confidential Information contained  
 20 therein, but only to the extent of that person’s prior familiarity with the Confidential Information;

21                   h.         A mediator selected by mutual agreement of the Parties; and

22                   i.         To the extent reasonably necessary, any employees or attorneys of any  
 23 insurance company which is or may be required to defend and/or indemnify any Party in this  
 24 lawsuit.

25                   j.         Confidential Materials designated “CONFIDENTIAL – ATTORNEYS’  
 26 EYES ONLY” and information contained therein shall be available only to those individuals  
 27 identified in paragraph 10(a)-(b) and (d)-(i), subject to review and signing of the form attached  
 28 hereto as Exhibit A for those identified in paragraph 10(d).

1        11. Confidential Materials shall be used by the persons receiving them only for the  
 2 purposes of preparing for, conducting, participating in the conduct of, and/or prosecuting and/or  
 3 defending the Proceeding, and not for any business or other purpose whatsoever.

4        12. Any Party to the Proceeding (or other person subject to the terms of this Stipulation  
 5 and Protective Order) may ask the Court, after appropriate notice to the other Parties to the  
 6 Proceeding, to modify or grant relief from any provision of this Stipulation and Protective Order.  
 7 Any party or other person subject to the terms of this Stipulation and Protective Order requesting  
 8 relief from the Court under this paragraph must first meet and confer with the other parties to the  
 9 proceeding.

10        13. Entering into, agreeing to, and/or complying with the terms of this Stipulation and  
 11 Protective Order shall not:

12            a. operate as an admission by any person that any particular Document,  
 13 Testimony or Information marked “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’  
 14 EYES ONLY” contains or reflects trade secrets, proprietary, confidential or competitively  
 15 sensitive business, commercial, financial or personal information; or

16            b. prejudice in any way the right of any Party (or any other person subject to  
 17 the terms of this Stipulation and Protective Order):

18                  i. to seek a determination by the Court of whether any particular  
 19 Confidential Material should be subject to protection as “CONFIDENTIAL” or  
 20 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” under the terms of this  
 21 Stipulation and Protective Order; or

22                  ii. to seek relief from the Court on appropriate notice to all other  
 23 Parties to the Proceeding from any provision(s) of this Stipulation and Protective  
 24 Order, either generally or as to any particular Document, Material or Information.

25        14. Any Party to the Proceeding who has not executed this Stipulation and Protective  
 26 Order as of the time it is presented to the Court for signature may thereafter become a Party to this  
 27 Stipulation and Protective Order by its counsel’s signing and dating a copy thereof and filing the  
 28

1 same with the Court, and serving copies of such signed and dated copy upon the other Parties to  
 2 this Stipulation and Protective Order.

3       15. Any Information that may be produced by a non-Party witness in the Proceeding  
 4 pursuant to subpoena or otherwise may be designated by such non-Party as "CONFIDENTIAL" or  
 5 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" under the terms of this Stipulation and  
 6 Protective Order, and any such designation by a non-Party shall have the same force and effect,  
 7 and create the same duties and obligations, as if made by one of the undersigned Parties hereto.  
 8 Any such designation shall also function as a consent by such producing Party to the authority of  
 9 the Court in the Proceeding to resolve and conclusively determine any motion or other application  
 10 made by any person or Party with respect to such designation, or any other matter otherwise  
 11 arising under this Stipulation and Protective Order.

12       16. If any person subject to this Stipulation and Protective Order who has custody of  
 13 any Confidential Materials receives a subpoena or other process ("Subpoena") from any  
 14 government or other person or entity demanding production of Confidential Materials, the  
 15 recipient of the Subpoena shall promptly give notice of the same by electronic mail transmission,  
 16 followed by either express mail or overnight delivery to counsel of record for the Designating  
 17 Party, and shall furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the  
 18 Designating Party may, in its sole discretion and at its own cost, move to quash or limit the  
 19 Subpoena, otherwise oppose production of the Confidential Materials, and/or seek to obtain  
 20 confidential treatment of such Confidential Materials from the subpoenaing person or entity to the  
 21 fullest extent available under law. The recipient of the Subpoena may not produce any  
 22 Documents, Testimony or Information pursuant to the Subpoena prior to the date specified for  
 23 production on the Subpoena.

24       17. Nothing in this Stipulation and Protective Order shall be construed to preclude  
 25 either Party from asserting in good faith that certain Confidential Materials require additional  
 26 protection. The Parties shall meet and confer to agree upon the terms of such additional  
 27 protection.

28

1        18. If, after execution of this Stipulation and Protective Order, any Confidential  
 2 Materials submitted by a Designating Party under the terms of this Stipulation and Protective  
 3 Order is Disclosed by a non-Designating Party to any person other than in the manner authorized  
 4 by this Stipulation and Protective Order, the non-Designating Party responsible for the Disclosure  
 5 shall bring all pertinent facts relating to the Disclosure of such Confidential Materials to the  
 6 immediate attention of the Designating Party.

7        19. This Stipulation and Protective Order is entered into without prejudice to the right  
 8 of any Party to knowingly waive the applicability of this Stipulation and Protective Order to any  
 9 Confidential Materials designated by that Party.

10        20. Where any Confidential Materials, or Information derived from Confidential  
 11 Materials, is included in any motion or other proceeding the Party shall follow Local Rule 79-5.

12        21. The Parties shall meet and confer regarding the procedures for use of Confidential  
 13 Materials at trial and shall move the Court for entry of an appropriate order.

14        22. Nothing in this Stipulation and Protective Order shall affect the admissibility into  
 15 evidence of Confidential Materials, or abridge the rights of any person to seek judicial review or to  
 16 pursue other appropriate judicial action with respect to any ruling made by the Court concerning  
 17 the issue of the status of Protected Material.

18        23. This Stipulation and Protective Order shall continue to be binding after the  
 19 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding, except  
 20 that a Party may seek the written permission of the Designating Party or may move the Court for  
 21 relief from the provisions of this Stipulation and Protective Order. To the extent permitted by law,  
 22 the Court shall retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective  
 23 Order, even after the Proceeding is terminated.

24        24. Upon written request made within thirty (30) days after final disposition of this  
 25 action, as defined in Paragraph 4, the undersigned Parties shall have thirty (30) days to either (a)  
 26 promptly return to counsel for each Designating Party all Confidential Materials and all copies  
 27 thereof (except that counsel for each Party may maintain in its files, in continuing compliance with  
 28 the terms of this Stipulation and Protective Order, all work product, and one copy of each pleading

1 filed with the Court and one copy of each deposition together with the exhibits marked at the  
 2 deposition), (b) agree with counsel for the Designating Party upon appropriate methods and  
 3 certification of destruction or other disposition of such Confidential Materials, or (c) as to any  
 4 Documents, Testimony or other Information not addressed by sub-paragraphs (a) and (b), file a  
 5 motion seeking a Court order regarding proper preservation of such materials. To the extent  
 6 permitted by law the Court shall retain continuing jurisdiction to review and rule upon the motion  
 7 referred to in sub-paragraph (c) herein.

8       25. After this Stipulation and Protective Order has been signed by counsel for all  
 9 Parties, it shall be presented to the Court for entry. Counsel agree to be bound by the terms set  
 10 forth herein with regard to any Confidential Materials that have been produced before the Court  
 11 signs this Stipulation and Protective Order.

12       26. The Parties and all signatories to the Certification attached as Exhibit A agree to be  
 13 bound by this Stipulation and Protective Order pending its approval and entry by the Court. In the  
 14 event that the Court modifies this Stipulation and Protective Order, or in the event that the Court  
 15 enters a different Protective Order, the Parties agree to be bound by this Stipulation and Protective  
 16 Order until such time as the Court may enter such a different Order. It is the Parties' intent to be  
 17 bound by the terms of this Stipulation and Protective Order pending its entry so as to allow for  
 18 immediate production or disclosure of Confidential Materials under the terms herein.

19       This Stipulation and Protective Order may be executed in counterparts.  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

1 Dated: August 11, 2015

Respectfully submitted,

2 IRELL & MANELLA LLP

3

4

By: /s/ A. Matthew Ashley

5

A. Matthew Ashley  
6 Attorneys for Defendants

7

Dated: August 11, 2015

MLG AUTOMOTIVE GROUP, APLC

8

9

By: /s/ Kathryn Harvey

10

Kathryn Harvey  
11 Attorneys for Plaintiff

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

## **ORDER**

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and Protective Order.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: \_\_\_\_\_

---

## United States District Court Judge

**EXHIBIT A — CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

I hereby acknowledge that I, \_\_\_\_\_ [NAME],  
 \_\_\_\_\_ [POSITION AND EMPLOYER], am about to  
 receive Confidential Materials supplied in connection with the Proceeding. I certify that I  
 understand that the Confidential Materials are provided to me subject to the terms and restrictions  
 of the Stipulation and Protective Order filed in this Proceeding. I have been given a copy of the  
 Stipulation and Protective Order; I have read it, and I agree to be bound by its terms.

I understand that Confidential Materials, as defined in the Stipulation and Protective Order,  
 including any notes or other records that may be made regarding any such materials, shall not be  
 Disclosed to anyone except as expressly permitted by the Stipulation and Protective Order. I will  
 not copy or use, except solely for the purposes of this Proceeding, any Confidential Materials  
 obtained pursuant to this Protective Order, except as provided therein or otherwise ordered by the  
 Court in the Proceeding.

I further understand that I am to retain all copies of all Confidential Materials provided to  
 me in the Proceeding in a secure manner, and that all copies of such materials are to remain in my  
 personal custody until termination of my participation in this Proceeding, whereupon the copies of  
 such materials will be returned to counsel who provided me with such materials.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

## **ECF ATTESTATION**

I, Nathaniel Lipanovich, am the ECF user whose ID and password are being used to file this STIPULATION AND PROTECTIVE ORDER. I hereby attest that I received authorization to insert the signatures indicated by a conformed signature (/s/) within this e-filed document.

By: /s/ Nathaniel Lipanovich

Nathaniel Lipanovich